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9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA  
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12 VETH MAM

13 Plaintiff,

14 vs.

15 CITY OF FULLERTON, ET AL.,

16 Defendants.  
17  
18

SA  
CASE NO: CV11-01242 JST (MLGx)

h  
Judge: Hon. JOSEPHINE S. TUCKER

[proposed] PROTECTIVE  
ORDER

19  
20 The parties hereto have stipulated and agreed to entry of a Protective Order  
21 in this case. A Protective Order shall be entered in this case, with the following  
22 terms, conditions, and requirements:

23 PROTECTIVE ORDER

24 1. Certain information, documents, and other things ("Discovery  
25 Material") discovered from a party under the Federal Rules of Civil Procedure or  
26 voluntarily produced by a party in this action may include confidential or private  
27 information of the party from which the discovery is sought. Information,  
28 documents, and other things, which are otherwise not objectionable, shall only be

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[proposed] PROTECTIVE ORDER  
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1 produced whether voluntarily or in response to formal discovery, subject to this  
2 Protective Order ("Order").

3       2. Any of the parties producing Discovery Material in this litigation may  
4 designate Discovery Material produced by it/him/her as "Confidential" or "Highly  
5 Confidential – Attorney's Eyes Only" under the terms of this Order. These  
6 designations shall be limited to information which the disclosing party in good  
7 faith believes contains or reveals private, confidential, proprietary, or  
8 commercially sensitive information that requires the protections provided by this  
9 Order. For purposes of this Order, Discovery Material that may be designated  
10 "Confidential" or "Highly Confidential – Attorney's Eyes Only" includes all non-  
11 public materials which contain information reflecting or related to: employment  
12 files; personnel records; strategies for training or response; trade secrets;  
13 proprietary information; studies or analysis by outside expert or investigator;  
14 proprietary technical information; financial or tax data; personal financial  
15 information; personal information; and documents defined and/or described in  
16 California Penal Code sections 832.5, 832.7, and 832.8. A party may designate  
17 Discovery Material as "Confidential" or "Highly Confidential – Attorney's Eyes  
18 Only" that it believes contains or refers to trade secrets, non-public information,  
19 and or private information that, if disclosed, could cause injury to the producing  
20 party.

21       3. Discovery Material that is designated "Confidential" or "Highly  
22 Confidential – Attorney's Eyes Only," and any documents or information derived  
23 therefrom, shall be used solely for purposes of this litigation and may not be used  
24 for any other purpose whatsoever, including but not limited to the purpose of  
25 dissemination to the media or the public, or in connection with any other litigation.

26       4. Discovery Material designated "Confidential" may be disclosed,  
27 summarized, described, characterized, or otherwise communicated or made  
28 available in whole or part to be the following persons: (a) outside and in-house

1 counsel who represent a party in this litigation, and the regular and temporary  
2 employees and service vendors of such counsel assisting in the conduct of the  
3 litigator, provided such disclosure may solely be for use in accordance with this  
4 Order; (b) clients; (c) potential or active witnesses or deponents and their counsel,  
5 during the course of, or, to the extent necessary in preparation for, depositions,  
6 testimony or trial in this litigation; (d) experts or consultants, including information  
7 technology vendors, and their employees and/or staff members engaged to assist  
8 counsel for a party in the litigation; (e) the Court; (f) court reporters employed by  
9 the Court or in connection with the litigation; (g) authors or recipients of  
10 documents or persons referred to in any document; and (h) any other person only  
11 upon order of the Court or upon stipulation of the producing party.

12 5. Discovery Material designated “Highly Confidential – Attorney’s  
13 Eyes Only” may be disclosed, summarized, described, characterized or otherwise  
14 communicated or made available in whole or in part to the following persons: (a)  
15 in-house counsel for the parties and outside attorneys who represent parties in this  
16 litigation, and whose law firm has entered an appearance in this litigation; (b)  
17 experts or consultants, including information technology vendors, and their  
18 employees and/or staff members engaged to assist counsel for a party in the  
19 litigation; (c) witnesses deposed who are within the control of the producing party  
20 or are represented by counsel for the producing party; (d) the Court; (e) court  
21 reporters employed by the Court or in connection with the litigation; (f) authors or  
22 recipients of documents or persons referred to in any document; and (g) any other  
23 person only upon order of the Court or upon stipulation of the producing party.

24 6. Anyone who receives “CONFIDENTIAL” OR “HIGHLY  
25 CONFIDENTIAL – ATTORNEY’S EYES ONLY” discovery material shall be  
26 provided with a copy of this Protective Order and shall be bound by its terms  
27 concerning the use of these discovery materials.  
28

1           7.     The designation of Discovery Material as “Confidential” or “Highly  
2 Confidential – Attorney’s Eyes Only” shall be so designated by affixing the  
3 legend, as appropriate, of “CONFIDENTIAL” OR “HIGHLY CONFIDENTIAL –  
4 ATTORNEY’S EYES ONLY” to each page containing any “Confidential” or  
5 “Highly Confidential – Attorney’s Eyes Only” Discovery Material. Affixing the  
6 appropriate legends on the cover of any multipage document which is bound,  
7 stapled, or otherwise securely attached shall designate all pages of the document as  
8 “Confidential” or “Highly Confidential – Attorney’s Eyes Only,” unless otherwise  
9 indicated by the producing party.

10           8.     If the Disclosing Party inadvertently produces any Confidential  
11 Information without designating it as such, it may be remedied by (1) promptly  
12 notifying the other parties of the error; and (2) providing a substitute copy of the  
13 Confidential Information with a proper legend. In that event, the parties receiving  
14 the inadvertently produced undesignated Confidential Information will: (1) return  
15 the previously produced Confidential Information and destroy all copies thereof;  
16 and (2) if the party had already disseminated the Confidential Information to any  
17 person, the party will notify all such persons in writing of the need to return such  
18 Confidential Information and not to further disseminate it. The initial failure to  
19 designate information in accordance with this Order shall not be deemed a waiver  
20 of confidentiality.

21           9.     In the case of depositions or other pretrial testimony, the designation  
22 of Discovery Material as “Confidential” or “Highly Confidential – Attorney’s Eyes  
23 Only” for purposes of this order shall be made (i) by a statement on the record, by  
24 counsel, at the time of such disclosure; or (ii) by written notice, sent by counsel to  
25 all parties within twenty (20) business days after receiving a copy of the transcript  
26 thereof; and in both of the foregoing instances, by directing the court reporter that  
27 the appropriate confidentiality legend be affixed to the first page and all portions of  
28 the original and all copies of the transcript containing any “Confidential” or

1 “Highly Confidential – Attorney’s Eyes Only” Discovery Material. All deposition  
2 transcripts and other pretrial testimony shall be treated as “Highly Confidential –  
3 Attorney’s Eyes Only” until the expiration of the twentieth business day after  
4 receipt by counsel of a copy of the transcript thereof. Thereafter, only those  
5 portions of the transcripts designated as “Confidential” or “Highly Confidential –  
6 Attorney’s Eyes Only” in the litigation shall be deemed “Confidential” or “Highly  
7 Confidential – Attorney’s Eyes Only” Discovery Material. The parties may  
8 modify this procedure for any particular deposition, through agreement on the  
9 record at such deposition, without further order of the Court.

10 10. “Confidential” or “Highly Confidential – Attorney’s Eyes Only”  
11 Discovery Material may be provided to persons listed in paragraphs 4 and 5 above,  
12 provided that such individuals are using said “Confidential” or “Highly  
13 Confidential – Attorney’s Eyes Only” Discovery Material solely in connection  
14 with this litigation and provided further that such individuals sign a nondisclosure  
15 agreement in the form of the Assurance of Compliance at Exhibit A attached  
16 hereto.

17 11. In the event that counsel for any party determines to file with the  
18 Court any document subject to the provisions of this Order, or to submit to the  
19 Court any such document or in the information contained therein for any purpose,  
20 such document or information shall be filed under seal with a copy of the title page  
21 attached to the front of the sealed envelope or container and the label “Highly  
22 Confidential – Subject to Protective Order dated [insert date of Order]” or  
23 “Confidential – Subject to Protective Order dated [insert date of Order]” clearly  
24 marked thereon.

25 12. If the Court grants a party permission to file an item under seal, a  
26 duplicate disclosing all non-confidential information shall be filed and made part  
27 of the public record. The item may be redacted to eliminate confidential material  
28 from the document. The document shall be titled to show that it corresponds to an

1 item filed under seal, e.g., "Redacted Copy of Sealed Declaration of John Smith in  
2 Support of Motion for Summary Judgment." The sealed and redacted documents  
3 shall be filed simultaneously.

4 13. If information subject to a claim of attorney-client privilege, the  
5 attorney work product doctrine, or any other ground on which production of such  
6 information should not be made to any party is nevertheless inadvertently produced  
7 to such party or parties, such production shall in no way prejudice or otherwise  
8 constitute a waiver of, or estoppel as to, any claim of privilege, work product, or  
9 other ground for withholding production to which the producing party would  
10 otherwise be entitled.

11 14. In the event that the "Confidential" or "Highly Confidential –  
12 Attorney's Eyes Only" Discovery Material is used in any court proceeding in this  
13 action, it shall not lose its status as "Confidential" or "Highly Confidential –  
14 Attorney's Eyes Only" Discovery Material through such use. Counsel shall confer  
15 on such procedures as are necessary to protect the confidentiality of any  
16 documents, information, and transcripts used in the course of any such court  
17 proceedings.

18 15. The parties to the litigation agree that the production of any Discovery  
19 Material by any non-party to the litigation shall be subject to and governed by the  
20 terms of this Order, and a party may designate as "Confidential" or "Highly  
21 Confidential – Attorney's Eyes Only" any materials produced by a non-party if  
22 such designation is appropriate under this Order.

23 16. In the event that additional parties join or are joined in the litigation,  
24 they shall not have access to "Confidential" or "Highly Confidential – Attorney's  
25 Eyes Only" Discovery Material until newly joined party by its counsel has  
26 executed and filed with the Court its agreement to be fully bound by this Order.

27 17. The provisions of this Order shall become effective upon its entry by  
28 the Court or an alternative thereto that is satisfactory to the parties; however, all



1 material produced and designated as "Confidential" or "Highly Confidential –  
2 Attorney's Eyes Only" in the manner prescribed herein prior to the effective date  
3 of this Order shall be subject to, and governed by, its provisions as though entered  
4 by the Court.

5 18. If any third party serves a subpoena or other process or request  
6 seeking to review any information designated as "Confidential" or "Highly  
7 Confidential – Attorney's Eyes Only," the party to whom the demand is made (the  
8 "Recipient") shall inform the producing party's counsel immediately in writing and  
9 shall not permit inspection by or production to any third party on the grounds of  
10 the existence of this Order unless otherwise ordered by a court. Nothing herein  
11 shall be construed as requiring the Recipient or anyone else covered by this Order  
12 to challenge or appeal any order requiring production of "Confidential" or "Highly  
13 Confidential – Attorney's Eyes Only" Discovery Material covered by this Order,  
14 or to subject himself, herself, or itself to any penalties for non-compliance with any  
15 legal process or order, or to seek any relief from this Court.

16 19. Nothing in this Order shall bar or otherwise restrict counsel for any  
17 party from rendering advice to their clients with respect to this litigation and, in the  
18 course thereof, from relying upon the examination of "Confidential" or "Highly  
19 Confidential – Attorney's Eyes Only" Discovery Material except in accordance  
20 with the terms of this Order.

21 20. Nothing in this Order, nor the production of any information or  
22 document under the terms of this Order, nor any proceedings pursuant to this  
23 Order, shall be deemed to have the effect of an admission or waiver by either party  
24 or of altering the confidentiality or non-confidentiality of any such document or  
25 information or altering any existing obligation of any party or the absence thereof.

26 21. This Order shall survive the final termination of this action, to the  
27 extent that the information contained in "Confidential" or "Highly Confidential –  
28 Attorney's Eyes Only" Discovery Material is not or does not become known to the

1 public, and the Court shall retain jurisdiction to resolve any dispute concerning the  
2 use of the information disclosed hereunder. Within sixty (60) calendar days after  
3 the conclusion of this action in its entirety (including expiration of appeal periods  
4 or the execution of a settlement agreement among the parties finally disposing of  
5 this action), all parties and persons having received "Confidential" or "Highly  
6 Confidential – Attorney's Eyes Only" Discovery Material shall dispose of all such  
7 material either by (i) returning such material to counsel for the producing party, or  
8 (ii) destroying such material in a manner that ensures that it will not be disclosed to  
9 or disseminated or received by any person. Upon request, the parties and their  
10 counsel shall separately provide written certification to any producing party  
11 making the request that such disposal has been completed. Outside counsel for the  
12 parties shall be entitled to retain all court papers, deposition and trial transcripts,  
13 exhibits used in affidavits, at depositions, and at trial, and attorney work-product,  
14 including materials which contain, quote, discuss, or analyze "Confidential" or  
15 "Highly Confidential – Attorney's Eyes Only" Discovery Material, provided that  
16 such counsel and employees of such counsel shall not disclose such materials to  
17 any person unless, after reasonable prior notice to the producing party, the  
18 disclosing counsel has obtained permission pursuant to court order or by agreement  
19 of the producing party. The "Confidential" or "Highly Confidential – Attorney's  
20 Eyes Only" Discovery Material kept by counsel pursuant to this paragraph shall be  
21 maintained in accordance with the terms of this Order. Unless otherwise agreed,  
22 outside counsel for each party may retain archival copies of all "Confidential" or  
23 "Highly Confidential – Attorney's Eyes Only" Discovery Material marked as an  
24 exhibit during a deposition, used at a hearing or at trial, or filed with the Court, and  
25 this Order shall remain in force with respect to such material.

26         22. This Agreement shall be binding upon and for the benefit of the  
27 undersigned parties, their successors and assigns.  
28



1           23. This Order is not binding on the Court or Court personnel. The Court  
2 may amend or modify this Order in the interests of justice or for public policy  
3 reasons at any time.

4 IT IS SO ORDERED.

5  
6 DATED: 2/2/12



~~Hon. Josephine S. Tucker~~  
~~U.S. District Court Judge~~  
**MARC L. GOLDMAN**  
**U.S. MAGISTRATE JUDGE**

**EXHIBIT A**  
**ASSURANCE OF COMPLIANCE**

I, \_\_\_\_\_, under penalty of perjury under the laws of the United States of America, declare and state as follows:

I reside in the City/County of \_\_\_\_\_, and State of \_\_\_\_\_.

I have read the annexed Protective Order ("Order") dated \_\_\_\_\_, 2011 in the action entitled *Veth Mam v. City of Fullerton, et al.*, Case No. CV11-01242, which is currently pending in the United States District Court of California, Central District.

I am familiar with and agree to comply with and be bound by the provision of that Order, and I will not divulge to persons other than those specifically authorized by the Order, and will copy or use except solely for the purpose of this litigation, any Discovery Material designated as "Highly Confidential - Attorneys' Eyes Only."

I consent to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing said Order, enjoining any anticipated violation of the Order or seeking damages for the breach of said Order.

\_\_\_\_\_  
(Signature)